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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Peter BECHER et al.

Appln. No. : 09/744,149

U.S. Patent No. 6,764,569

Filed : July 3, 1999

Issued: July 20, 2004

For : ADHESIVE SYSTEM FOR FORM REVERSIBLE GLUED JOINTS

01 FC:1461

1680.00 OP

PETITION TO ACCEPT DELAYED PAYMENT  
OF MAINTENANCE FEE UNDER 37 C.F.R. 1.378(b)

Commissioner for Patents  
U.S. Patent and Trademark Office  
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Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

## Certificate of Transmission

I hereby certify that this correspondence is being facsimile trans-  
mitted to the United States Patent and Trademark Office. Fax No  
(571) 273-8300 on 06-09-2011 (Date)

Typed or printed name of person signing this certificate:

Peter Becher  
Signature: 06/14/2011 DALLEN 00000000 09744149  
01 FC:1461 -1680.00 OP

Sir:

This is a petition under 37 C.F.R. 1.378(b) to accept delayed payment of the maintenance fee due on the above-identified patent, whereby the patent will not be considered as having been expired.

The above-identified patent was issued on July 20, 2004. The first maintenance fee could have been paid with the surcharge set forth in 37 C.F.R. 1.362(c)(1) as late as July 20, 2008. Since the maintenance fee was not paid, the patent expired after midnight on July 20, 2008.

A petition to accept an unavoidably delayed payment of a maintenance fee must include:

- (1) the required maintenance fee set forth in Section 1.20 (e) through (g);
- (2) the surcharge set forth in Section 1.20(i)(1); and
- (3) a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

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***COMPLIANCE WITH REQUIREMENTS UNDER 37 C.F.R. 1.378(b)******(1) MAINTENANCE FEE***

The required first maintenance fee of \$980.00 as set forth in Section 1.20(e) is enclosed herewith.

***(2) SURCHARGE***

The required surcharge of \$700.00 as set forth in Section 1.20(i)(1) is enclosed herewith.

***(3) SHOWING OF UNAVOIDABLE DELAY***

As corroborated in the attached Statements by Ms. Stefanie LINDNER and Mr. Dirk OSTERMANN, both employees in the Patent Department of the assignee Fraunhofer-Gesellschaft zur Forderung der angewandten Forschung e.V. [hereinafter "Fraunhofer"], the delay in paying the first maintenance fee was unavoidable and this grantable petition was promptly prepared and submitted after the patentee was notified of the expiration of the patent.

The undersigned states that the delay in payment of the maintenance fee was unavoidable. This statement is based on information provided to the undersigned as outlined below:

U.S. Application Number 09/744,149, which matured into U.S. Patent No. 6,764,569, was assigned by the inventors to co-assignees DaimlerChrysler AG [hereinafter "Daimler"], Fraunhofer, and Henkel KgaA [hereinafter "Henkel"]. The assignment was recorded on March 29m 2002 at Reel 012823 and Frame 0191

Per agreement of the co-assignees, while the application was pending in the U.S. Patent and Trademark Office, Daimler was responsible for communicating with and providing instructions to U.S. counsel, Crowell & Moring LLC, on behalf of co-assignees Fraunhofer and Henkel.

After the patent's issuance, per the co-assignee's agreement, Daimler remained responsible for the monitoring and payment of U.S. maintenance fees on behalf of co-assignees Fraunhofer and Henkel.

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According to the U.S. Patent and Trademark Office's PAIR system, on October 1, 2004, Dennemeyer & Co. Luxembourg was assigned as the address for fee purposes.

Per agreements dated May 17, 2005 and June 13, 2005, Fraunhofer purchased the shares of Daimler and Henkel in the invention throughout the world, which included in U.S. Patent No. 6,764,569 and its European counterparts.

Neither the agreements nor any other documents evidencing Fraunhofer's sole ownership of the patents were recorded in the U.S. Patent and Trademark Office's Assignment Branch.

After the agreements were completed, Ms. Stefanie LINDNER of Fraunhofer reviewed an attachment to the agreement listing the family member patents involved in the assignment in order to instruct an annuity service to maintain the patents. The annuity due dates for maintaining the European counterpart patents were forwarded to the annuity service PAVIS with instructions to pay the fees. However, through a mistake, Ms LINDNER did not enter the due date in Fraunhofer's internal docketing system and did not inform the annuity service of the U.S. Patent or of the dates for maintaining the U.S. Patent.

Fraunhofer was not contacted by Dennemeyer & Co. requesting instructions for maintaining U.S. Patent No. 6,764,569, and Dennemeyer & Co. did not pay the maintenance fee by the July 20, 2008 due date.

Fraunhofer was not informed of the expiration of U.S. Patent No. 6,764,569.

On February 16, 2011, Mr. Dirk OSTERMANN of Fraunhofer, conducting a routine check of the Fraunhofer database, discovered that the patent identified Daimler as the responsible party for paying the maintenance fee. Mr. OSTERMANN then searched the U.S. Patent and Trademark Office's PAIR system and discovered that the patent had expired for failure to pay the first maintenance fee.

On February 17, 2011, Mr. OSTERMANN contacted the undersigned law firm of Greenblum & Bernstein, P.L.C. to inquire whether late payment of the maintenance fee would be accepted by the U.S. Patent and Trademark Office

The undersigned replied to Mr. OSTERMANN's letter on February 17, 2011 noting that,

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as the patent had been expired for more than 24 months, that a Petition for Acceptance of Delay Maintenance Fee in Expired Patent would be required under the unavoidable standard of 37 C.F.R. 1.378(b). Greenblum & Bernstein provided details of the petition and presented the requirements for making the showing that the delay was unavoidable.

Mr. OSTERMANN instructed Greenblum & Bernstein to make inquiries to ascertain the relevant facts related to preparing this Petition, and to promptly prepare this grantable petition for filing in the U.S. Patent and Trademark Office. The need to investigate and assemble the evidence necessary to file this grantable petition, resulted in any delay from the time of discovery of expiration of the above-identified patent until the time of filing the instant petition.

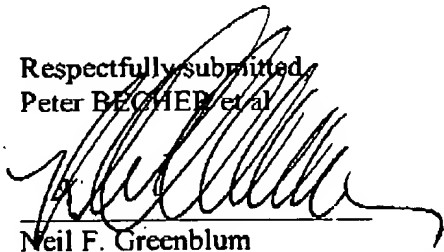
### CONCLUSION

Due to the circumstances described, the missed payment of the first maintenance fee was caused by circumstances which were entirely unavoidable. Furthermore, for the reasons given *supra*, the instant petition was filed promptly.

Accordingly, acceptance of the delayed payment of the maintenance fee due on the above-identified patent is respectfully requested, whereby the patent will not be considered as having been expired.

The Commissioner is hereby authorized to charge any additional fees, or credit any overpayment to Deposit Account No. 19-0089.

Respectfully submitted,  
Peter BECHER et al.



Neil F. Greenblum  
Reg. No. 28,394

Robert W. Mueller  
Reg. No. 35,043

June 9, 2011  
GREENBLUM & BERNSTEIN  
1941 Roland Clarke Place  
Reston, VA 20191  
(703) 716-1191  
(703) 716-1180 (fax)

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Attachments: Statement by Stefanie LINDNER  
Statement by Dirk OSTERMANN

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U.S. Patent No. 6,764,569

Filed : July 3, 1999

Issued: July 20, 2004

For : ADHESIVE SYSTEM FOR FORM REVERSIBLE GLUED JOINTS

VERIFIED STATEMENT IN SUPPORT OF PETITION TO ACCEPT DELAYED  
PAYMENT OF MAINTENANCE FEE UNDER 37 C.F.R. 1.378(b)

Commissioner for Patents  
U.S. Patent and Trademark Office  
Customer Service Window, Mail Stop \_\_\_\_\_  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314  
Sir:

I, Dirk OSTERMANN, make the following statements as to my personal involvement with the above-captioned application.

(1) I am an employee in the Patent Department of Fraunhofer-Gesellschaft zur Forderung der angewandten Forschung e.V. [hereinafter "Fraunhofer"], the sole assignee of the above-captioned application.

(2) On February 16, 2011, I conducted a routine check of the Fraunhofer internal docketing system for the status of U.S. Patent No. 6,764,569, and found that the data field for the party responsible for payment of the maintenance fee was DaimlerChrysler AG [hereinafter "Daimler"].

(3) Upon learning that the Fraunhofer internal docketing system identified Daimler as responsible for payment, I searched the U.S. Patent and Trademark Office's PAIR system and found that U.S. Patent No. 6,764,569 has expired for failure to pay the first maintenance fee

(4) On February 17, 2011, I contacted the law firm of Greenblum & Bernstein, P.L.C. to inquire whether late payment of the maintenance fee would be accepted by the U.S. Patent and Trademark Office. I was informed that, as the patent had been expired for more than 24 months,

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a Petition for Acceptance of Delay Maintenance Fee in Expired Patent would be required under the unavoidable standard of 37 C.F.R. 1.378(b).

(5) Upon request by Greenblum & Bernstein I sought to discover the facts underlying the failure to pay the maintenance fee and provided additional information regarding the original ownership of the patent and identified Stefanie LINDNER of Fraunhofer as the person most knowledgeable about the fact related to the non-payment of the first maintenance fee.

(6) I instructed Greenblum & Bernstein to make inquiries to ascertain the relevant facts related to preparing this Petition, and to promptly prepare this grantable petition for filing in the U.S. Patent and Trademark Office.

(7) After I discovered the expiration of U.S. Patent No. 6,764,569, I acted diligently to ensure the preparation and prompt filing of this grantable petition under 37 C.F.R. 1.378(b).

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-captioned application or any patent issuing therefrom.

June 9, 2011  
(Date)

D. Ostermann  
Mr. Dirk OSTERMANN

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Commissioner for Patents  
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Randolph Building  
401 Dulany Street  
Alexandria, VA 22314  
Sir:

I, Stefanie LINDNER, make the following statements as to my personal involvement with the above-captioned application.

(1) I am an employee of Fraunhofer-Gesellschaft zur Forderung der angewandten Forschung e.V. [hereinafter "Fraunhofer"], the sole assignee of the above-captioned application, and was in the employ of Fraunhofer in 2005.

(2) I was responsible for reviewing agreements dated May 17, 2005 and June 13, 2005 between Fraunhofer, DaimlerChrysler AG [hereinafter "Daimler"], and Henkel KgaA [hereinafter "Henkel"], through which Fraunhofer became sole owner of the invention throughout the world, which included U.S. Patent No. 6,764,569 and several European counterparts.

(3) An attachment to the agreements listed the counterpart family member patents that were assigned to Fraunhofer as sole owner. I reviewed the attachment in order to instruct an annuity service to maintain the patents.

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(4) Per my review of the attachment, the annuity due dates for maintaining the European counterpart patents were forwarded to the annuity service PAVIS with instructions to pay the fees.

(5) Through a mistake in reviewing the listing of cases, I did not enter the maintenance fee due date into Fraunhofer's internal docketing system and I did not inform the annuity service of the U.S. Patent or of the dates for maintaining the U.S. Patent. As a result of my mistake, payment of the first maintenance fee was not docketed.

(6) I hereby state that my failure to enter the first maintenance fee due date in the Fraunhofer internal docketing system and to contact an annuity service to undertake payment of the U.S. maintenance fees resulted in an unavoidable delay in paying the maintenance fee.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-captioned application or any patent issuing therefrom.

June 9, 2011  
(Date)

Stefanie Lindner  
Ms. Stefanie LINDNER